



LEROY D. BACA, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



*A Tradition of Service*

May 10, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**TERMINATION OF AGREEMENT NUMBER 64794 WITH  
HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT FOR ADULT EDUCATION  
SERVICES IN THE LOS ANGELES COUNTY SHERIFF'S FACILITIES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks termination of the Agreement Number 64794 (Agreement) with Hacienda La Puente Unified School District (HLPUSD) to provide adult education services in the Department jail facilities, due to HLPUSD's inability to meet the obligations of the Agreement.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve termination of the Agreement with HLPUSD for Adult Education Services in Department facilities with 90 days advance written notice by the Sheriff.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On April 30, 1991, the County of Los Angeles (County) entered into Agreement with HLPUSD to establish, supervise, and maintain classes for adult education, provide General Education Diploma testing, guidance and education skills, vocational skills, and counseling services to inmates in the Department jail facilities.

In 2009, the Department and HLPUSD were named in a lawsuit that alleges special education services should be afforded to inmates between the ages of 18-22 who have an Individual Education Plan and desire such services. The action alleged that HLPUSD was responsible, in part, to provide these specialty services in spite of the fact that such services are outside the scope of the

Agreement. The lawsuit prompted HLPUSD to lay off all personnel that were dedicated to providing adult education services in the Department jail facilities effective June 30, 2010.

The Agreement states, "prior to June 30 of each year after the date of execution of this Agreement, or at such other time that the parties agree to in writing, representatives of the Department and HLPUSD shall meet and confer to prepare the Annual Joint Operating Plan." In good faith, the Department developed an Operations Plan, and made several attempts to meet with HLPUSD and discuss an Operations Plan for the 2010-11 school year. HLPUSD did not respond to the Department's request to meet and confer.

Prior to June 30, 2010, HLPUSD and the Department began discussing what it would take to maintain the Agreement. HLPUSD made three demands to which your Board agreed and signed Amendment Number Two to the Agreement on August 3, 2010. These included increased indemnification and defense for HLPUSD, increased administrative fees and additional language authorizing HLPUSD's use of subcontractors in the performance of the Agreement. In return, the Department sought a 90-day termination provision to replace the existing 30-day provision.

### **Implementation of Strategic Plan Goals**

The recommended services support the County's Strategic Plan, Goal 1, Operational Effectiveness, by terminating the Agreement with HLPUSD and enabling the Department to provide inmate education services through an agreement with a qualified contractor.

### **FISCAL IMPACT/FINANCING**

There is no cost in terminating this Agreement. Penal Code Section 4025(e) states that money and property deposited into the Inmate Welfare Fund (IWF) shall be expended by the Department primarily for the benefit, education, and welfare of the inmates confined within the jail facilities. The Agreement was financed through the IWF. A substantial portion of the costs were recouped and returned to the IWF through the California Department of Education's Average Daily Attendance reimbursement from the State.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

State of California, California Code of Regulations, Title 15 - Crime Prevention and Corrections establishes guidelines for providing inmate education. The Department does not employ qualified experienced persons to provide the desired inmate education services.

Upon approval by your Board, the Sheriff will issue a notice of termination to HLPUSD at least 90 days in advance of the termination date.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Your Board's termination of the Agreement will enable the Department to enter into negotiations with a qualified contractor to provide inmate education services.

**CONCLUSION**

Upon approval by your Board, please return three adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA  
Sheriff

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